

20051122000608710 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
11/22/2005 01:15:01PM FILED/CERT

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

## PARTIAL SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, the undersigned, D. C. Investments, LLC acknowledges that debt secured by that certain Mortgage dated February 18, 2005, recorded in Instrument #20050223000087150, in the Probate Office of Shelby County, Alabama, in the original amount of \$280,589.00 from Braveheart Building L.L.C. (a/k/a Braveheart Building, LLC) to D. C. Investments, LLC, including, but not limited to, the following described real estate situated and being in Shelby County, Alabama, to wit:

Lots 105, 106, 107, 108, 109, 110, 111, 112, 113, 126, 127, 128, 129, 130, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 ("Subordinated Lots"), according to the Survey of Rosburg Townhomes, as recorded in Map Book 36, Page 18, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

WHEREAS, the undersigned, understands and agrees that the debt secured by that certain Mortgage dated February 18, 2005 from Braveheart Building L.L.C. (a/k/a Braveheart Building, LLC) to D. C. Investments, LLC, recorded in Instrument #20050223000087150, in the Probate Office of Shelby County, Alabama, in the principal amount of \$280,589.00 shall be second, subordinate and inferior to that certain Mortgage dated November 18, 2005, executed by Authentic Building Company, LLC to New South Federal Savings Bank, its successors and/or assigns, recorded simultaneously herewith, in the Probate Office of Shelby County, Alabama, in the principal amount of \$1,506,600.00 (first mortgage), as to the Subordinated Lots.

BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED that this partial subordination agreement shall no wise, and to no extent whatever, affect the lien of said Mortgage as to the remainder of the property described in and secured by that certain Mortgage dated February 18, 2005.

ANY DEFAULT under the terms of that certain Mortgage recorded simultaneously herewith, in the Probate Office of the of Shelby County, Alabama (first mortgage) or the obligation secured thereby, shall constitute a default of that Mortgage recorded in Instrument #20050223000087150 in the Office of the Probate Office of Shelby County, Alabama (second mortgage).



IN WITNESS WHEREOF, D. C. Investments, LLC, has caused this instrument to be executed by its duly authorized officer as set forth by its signature and seal on this 17<sup>th</sup> day of NOVEMBER, 2005.

D. C. Investments, LLC

Jimmy C. Maples (SEAL)  
BY: Jimmy C. Maples  
ITS: MANAGING MEMBER

STATE OF ALABAMA )

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jimmy C. Maples whose name as Managing Member of D. C. Investments, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17 day of November, 2005.

Patricia K. Depnady  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 23, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney  
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